

**DECLARATION AND POWER OF ATTORNEY FOR PATENT APPLICATION**

As below named inventors, we hereby declare that:

Our residence, post office address and citizenship are as stated below under our names.

We believe that we are the original, first and joint inventors of the subject matter which is claimed and for which a patent is sought on the invention entitled

**A PROTEIN BELONGING TO THE TNF SUPERFAMILY INVOLVED IN SIGNAL TRANSDUCTION, NUCLEIC ACIDS ENCODING SAME, AND METHODS OF USE THEREOF**

the Specification of which

- [ ] is attached hereto  
[X] was filed on December 12, 1997  
as Application Serial No. 08/989,479  
and was amended on \_\_\_\_\_ (if applicable).

We hereby state that we have reviewed and understand the contents of the above-identified Specification, including the claims, as amended by any amendment referred to above.

We acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, 1.56(a).

We hereby claim foreign priority benefits under Title 35, United States Code, §119 of any provisional application filed in the United States in accordance with 35 U.S.C. §1.119(e), or any application for patent that has been converted to a Provisional Application within one (1) year of its filing date, or any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed.

<u>PRIOR FILED APPLICATION(S)</u>		
<u>APPLICATION NUMBER</u>	<u>COUNTRY</u> <u>(DAY/MONTH/YEAR FILED)</u>	<u>PRIORITY CLAIMED</u>
NONE		

We hereby claim the benefit under Title 35, United States Code, §120 of any United States application listed below, and, insofar as the subject matter of each of the claims of this application is not disclosed in any prior United States application in the manner provided by the first paragraph of Title 35, United States Code, §112. I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, §1.56(a), which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

<u>APPLICATION NO.</u>	<u>FILING DATE (DAY MONTH/YEAR)</u>	<u>STATUS - PATENTED, PENDING, ABANDONED</u>
NONE		

We hereby appoint as our attorneys or agents the following persons: Jack Matalon, (Attorney, Registration No. 22,441); Stefan J. Klauber (Attorney, Registration No. 22,604); David A. Jackson (Attorney, Registration No. 26,742); Michael D. Davis (Attorney, Registration No. 39,161); Joseph M. Horna (Attorney, Registration No. 40,023); Christine E. Dietzel (Agent, Registration No. 37,309); William C. Coppola (Attorney, Registration No. P-41,686); Mark S. Cohen (Attorney, Registration No. P-42,425), said attorneys or agents with full power of substitution and revocation to prosecute this application and transact all business in the Patent and Trademark Office connected therewith.

Please address all correspondence regarding this application to:

DAVID A. JACKSON, ESQ.  
 KLAUBER & JACKSON  
 411 HACKENSACK AVENUE  
 HACKENSACK, NEW JERSEY 07601

Direct all telephone calls to David A. Jackson at (201) 487-5800.

We hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

FULL NAME OF FIRST OR SOLE INVENTOR: YONGWON CHOI

COUNTRY OF CITIZENSHIP: United States

FULL RESIDENCE ADDRESS: 325 East 84<sup>th</sup> Street, Apt. 5A  
 New York, New York 10028

FULL POST OFFICE ADDRESS: 325 East 84<sup>th</sup> Street, Apt. 5A  
 New York, New York 10028

SIGNATURE OF INVENTOR

DATE

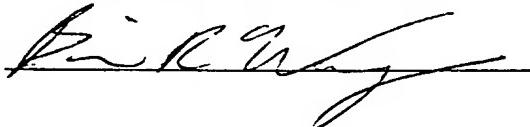
6/8/98

FULL NAME OF SECOND JOINT INVENTOR: BRIAN WONG

COUNTRY OF CITIZENSHIP: United States

FULL RESIDENCE ADDRESS: 238 East 81<sup>st</sup> Street, Apt. 6A  
New York, New York 10028

FULL POST OFFICE ADDRESS: 238 East 81<sup>st</sup> Street, Apt. 6A  
New York, New York 10028

SIGNATURE OF INVENTOR 

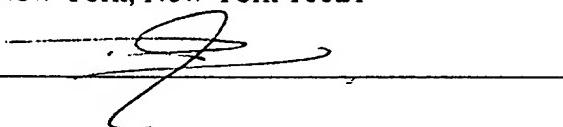
DATE 6/8/98

FULL NAME OF THIRD JOINT INVENTOR: REGIS JOSIEN

COUNTRY OF CITIZENSHIP: France

FULL RESIDENCE ADDRESS: 500 East 63<sup>rd</sup> Street, Apt. 25G  
New York, New York 10021

FULL POST OFFICE ADDRESS: 500 East 63<sup>rd</sup> Street, Apt. 25G  
New York, New York 10021

SIGNATURE OF INVENTOR 

DATE 6/8/98

FULL NAME OF FOURTH JOINT INVENTOR: RALPH STEINMAN

COUNTRY OF CITIZENSHIP: United States

FULL RESIDENCE ADDRESS: 62 North Avenue  
Westport, Connecticut 06880

FULL POST OFFICE ADDRESS: 62 North Avenue  
Westport, Connecticut 06880

SIGNATURE OF INVENTOR 

DATE 6/8/98

ASSIGNMENT

Assignment made 4/27, 1998, by Yongwon Choi, Ph.D. a citizen of the United States, residing at 325 East 84<sup>th</sup> Street, Apt. 5A, New York, New York 10028 ("Inventor"), to the Howard Hughes Medical Institute, a Delaware corporation, having a principal business address at 4000 Jones Bridge Road, Chevy Chase, MD 20815-6789 (the "Institute").

Recitals

WHEREAS, Inventor is an employee of the Institute and, as a condition of his employment, has signed the Agreement appended to the Institute's Statement of Policy on Intellectual Property (the "Intellectual Property Agreement");

WHEREAS, pursuant to the Intellectual Property Agreement, Inventor has agreed (a) to assign to the Institute all rights he may acquire in any invention, discovery, improvement, or other intellectual property, whether or not patentable or copyrightable, developed directly or indirectly as a result of a program of research financed by Institute funds or by funds under the control of the Institute (each a "Subject Property") and (b) to execute any agreements that may be desired by the Institute in connection with such assignment;

WHEREAS, Inventor has, alone or with others, invented "A Protein Belonging to the TNF Superfamily Involved in Signal Transduction, Nucleic Acids Encoding Same, and Methods of Use Thereof" (the "Invention"), and the Invention is a Subject Property; and

WHEREAS, Inventor seeks to make a formal assignment of his interest in the Invention to the Institute, and the Institute desires the execution of a formal assignment of all of Inventor's right, title, and interest in the Invention.

NOW, THEREFORE, in consideration of the promises contained in and the acts performed and to be performed pursuant to the Intellectual Property Agreement and of other good and valuable consideration, the receipt of which is hereby acknowledged by Inventor, Inventor agrees as follows:

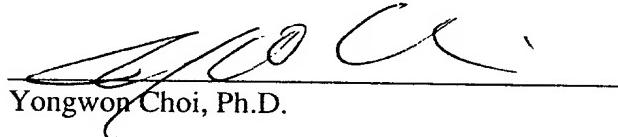
1. Assignment. Inventor hereby assigns to the Institute his entire right, title, and interest in the Invention; any United States patent applications and all corresponding foreign patent applications which are directed to the Invention (including, without limitation, the patent application entitled "A Protein Belonging to the TNF Superfamily Involved in Signal Transduction, Nucleic Acids Encoding Same, and Methods of Use Thereof" filed in the United States Patent and Trademark Office on December 12, 1997 with serial number 08/989,479), and any and all patents issued therefrom; all United States or foreign division and continuation applications based on any of the foregoing, and any and all patents issued therefrom; and all claims which are directed to the Invention and which may be contained in continuation-in-part applications or in patents which issue therefrom.

2. Cooperation. Inventor agrees to execute upon request such further assignments, documents, and other instruments as may be necessary or desirable to assign Inventor's entire right, title and interest in the Invention to the Institute and to assist the Institute (or others at the direction of the Institute) in applying for, obtaining, and enforcing patents, copyrights, or other rights in the United States and in any foreign country with respect to the Invention.

3. Parties. The terms and provisions of this Assignment shall inure to the benefit of the Institute and its successors and assigns and shall be binding on Inventor and his heirs, personal representatives and assigns.

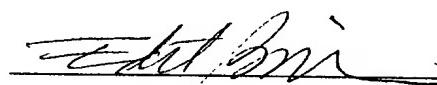
4. Warranty. Inventor warrants and represents that he has not entered into any assignment, contract, or understanding in conflict herewith, and that there is no other person or entity whose consent is required in order for the Inventor to make the assignment contained herein.

Inventor:

  
Yongwon Choi, Ph.D.

State of New York  
County of Suffolk

Then personally appeared before me the above-named Yongwon Choi and acknowledged that he executed the foregoing instrument as his free act and deed this 27<sup>th</sup> day of April, 1998.

 Notary Public

(SEAL)

\_\_\_\_\_  
(print name)

My Commission expires \_\_\_\_/\_\_\_\_/\_\_\_\_

**EDIT BIRO**  
**Notary Public, State of New York**  
**No. 31-4962936**  
**Qualified in Suffolk County**  
**Commission Expires Feb. 28, 2000**

RU 358  
HHMI 021937-97-00960

## ASSIGNMENT

Assignment made April 27, 1998 by the Howard Hughes Medical Institute, a Delaware corporation, having a principal business address at 4000 Jones Bridge Road, Chevy Chase, MD 20815-6789 (the "Institute"), to The Rockefeller University, an education corporation organized and existing under the laws of the State of New York, with offices at 1230 York Avenue, New York, New York 10021-6399 ("Rockefeller").

### Recitals

WHEREAS, the Institute and Rockefeller collaborate in the active conduct of medical research pursuant to a Collaboration Agreement between them dated as of August 12, 1986 (the "Collaboration Agreement");

WHEREAS, pursuant to the Collaboration Agreement, the Institute has agreed to assign to Rockefeller the Institute's rights with respect to inventions, discoveries, improvements, and other intellectual property, whether patentable or copyrightable (each a "subject property"), conceived or reduced to practice in the course of the research program conducted under the Collaboration Agreement by employees of the Institute; and

WHEREAS, research conducted pursuant to the Collaboration Agreement by Yongwon Choi, Ph.D. while employed by the Institute at Rockefeller has resulted in an invention entitled "A Protein Belonging to the TNF Superfamily Involved in Signal Transduction, Nucleic Acids Encoding Same, and Methods of Use Thereof" (the "Invention").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by the Institute, the Institute agrees as follows:

1. Assignment. The Institute hereby assigns to Rockefeller any and all right, title, and interest of the Institute; any United States patent applications and all corresponding foreign patent applications, which are directed to the Invention (including, without limitation, the patent application entitled "A Protein Belonging to the TNF Superfamily Involved in Signal Transduction, Nucleic Acids Encoding Same, and Methods of Use Thereof," filed in the United States Patent and Trademark Office on December 12, 1997, and assigned U.S. Serial No. 08/989,479), and any and all patents issued therefrom; all United States or foreign divisions and continuations based on any of the foregoing, and any and all patents issued therefrom; and all claims which are directed to the Invention and are contained in continuation-in-part applications or in patents which issue therefrom; all in accordance with and subject to the provisions of the Collaboration Agreement (including, without limitation, Section 4.1 thereof); and further authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid to issue all Letters Patent for the Invention to Rockefeller.

2. Cooperation. The Institute agrees to execute upon request such further assignments, documents, and other instruments as may be necessary or desirable fully and completely to assign the Institute's interests in the Invention to Rockefeller and to assist Rockefeller in applying for, obtaining, and enforcing patents, copyrights, or other rights in the United States and in any foreign country with respect to any such Invention.

HOWARD HUGHES MEDICAL INSTITUTE

By: W. Maxwell Cowan  
W. Maxwell Cowan, M.D., Ph.D.  
Vice President and Chief Scientific Officer

State of Maryland  
Montgomery County

Then personally appeared before me the above-named W. MAXWELL COWAN, known to me to be the Vice President and Chief Scientific Officer of the Howard Hughes Medical Institute, and acknowledged that he executed the foregoing instrument as the free act and deed of the Howard Hughes Medical Institute, and that he was authorized to execute said instrument, this 30<sup>th</sup> day of APRIL, 1998.

Sharon F. Brickhill Notary Public  
Sharon F. Brickhill (print name)

My commission expires 3/1/00

SHARON F. BRICKHILL  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires March 1, 2000

**ASSIGNMENT**

WHEREAS, We, Brian Wong, a citizen of United States, residing at  
238 East 81<sup>st</sup> Street, Apt. 6A  
New York, New York 10028;

Regis Josien, a citizen of France, residing at  
500 East 63<sup>rd</sup> Street, Apt. 25G  
New York, New York 10021; and

Ralph Steinman, a citizen of United States, residing at  
62 North Avenue  
Westport, Connecticut 06880

ASSIGNORS, have invented new and useful improvements in

**A PROTEIN BELONGING TO THE TNF SUPERFAMILY INVOLVED IN SIGNAL  
TRANSDUCTION, NUCLEIC ACIDS ENCODING SAME, AND METHODS OF  
USE THEREOF**

for which we have filed an Application for Letters Patent in the United States on December 12, 1997; and

WHEREAS,

The Rockefeller University  
an education corporation organized and existing under  
the laws of the State of New York,  
with offices at 1230 York Avenue, New York, New York 10021-6399

ASSIGNEE, is desirous of obtaining the entire right, title and interest in, to and under the said improvements and the said application;

NOW, THEREFORE, for other good and valuable consideration, the receipt of which is hereby acknowledged, we the said

**ASSIGNORS**

have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, to the said

ASSIGNEE

its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said improvements, and the said application and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, including the right to claim priority under the terms of any appropriate International Convention based upon said application for Letters Patent of the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and extensions, renewals and reissues thereof; and we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to the said

ASSIGNEE,

its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant that we have full right to convey the interest herein assigned in the manner hereinabove set forth, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said

ASSIGNEE,

its successors, legal representatives and assigns, any fact known to us respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisions, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said

ASSIGNEE,

its successors, legal representatives and assigns, to obtain and enforce proper Patent Protection for said improvements in the United States.

IN TESTIMONY WHEREOF, we hereunto set our hand and seal the day and year set opposite our signatures.

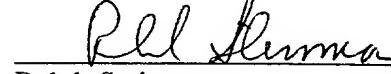
Date April 20, 1998

  
Brian Wong L.S.

Date April 21, 1998

  
Regis Josien L.S.

Date April 23, 1998

  
Ralph Steinman L.S.